



BALTIMORE COUNTY PUBLIC SCHOOLS
Office of Law

GUIDELINES
FOR
OUTSIDE COUNSEL

2020-2021

OFFICE OF LAW
6901 Charles Street
Towson, MD 21204

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GUIDELINES FOR OUTSIDE COUNSEL

The following *GUIDELINES FOR OUTSIDE COUNSEL* (hereinafter *Guidelines*) set forth the procedures of the Office of Law of the Baltimore County Public Schools regarding planning, budgeting, and billing of outside legal services. Recognizing the primary interest of outside counsel in billing procedures, these Guidelines address those matters first. However, it is important that the billing policy be read in the context of the planning and budgeting procedures that follow. The establishment of a strategic plan and budget at the inception of each legal assignment is the single most effective instrument for intelligently managing legal projects. It enables the BCPS Law Office to work closely with outside counsel to achieve not only the best legal results, but the best business results as well. The development of a strategic plan and budget has the additional virtue of strengthening attorney-client communications, increasing client satisfaction and minimizing the risk of unpleasant surprises that can strain attorney-client relationships.

I. BILLING

A. Format

A separate billing statement should be submitted for each Law Office project for which the firm is working. Alternatively, if the firm submits a single statement, itemized billable hours and disbursements for each project should be set forth in a separate section of the statement. The following information is required on each billing statement with respect to each project:

1. Title of the project (assigned upon retention of services by the responsible Law Office staff member¹).
2. Name of the outside attorney in charge of the project.
3. For each date that services are rendered, a description should accompany the entry and be written with sufficient specificity so that the Law Office staff member may understand the nature of the time spent, the specific subject matter and transaction, which should include factually detailed information. Billing statements with multiple or materially vague or non-specific time entries such as "telephone call with John Smith" (no specific subject indicated) or "meeting" (no description of relevant transaction or attendees at the

¹ The BCPS Law Office will *not* be responsible for any fees incurred when advice is solicited from other offices without its approval.

meeting) may be either returned prior to payment for revision or clarification, or may result in the entries being deleted.

4. Total hours billed for the period by each provider of services.
5. Billing rate for each provider of services.
6. Specific fee arrangements, if applicable.
7. Aggregate fees for the monthly billing period.
8. Itemized disbursements for the monthly billing period.
9. The Total Approved Budget for the Project.
10. The total amount billed on the project from inception through the current bill.
11. Billing rate for each provider of services.
12. Under no circumstances should a bill be submitted with blocked/bulk time entries. Time entries must be separated by each task performed. An example of an acceptable task billing format is as follows:

July 4, 2020

Called Smith to discuss...	.10
Email communication to Smith regarding...	.10
Interview Smith concerning...	.50
Telephone conference with Smith regarding...	.30

An example of an acceptable billing statement summary is appended to these *Guidelines* as Exhibit A.

To assure prompt processing, all bills should be addressed to the Law Office as follows:

Baltimore County Public Schools
Office of Law
Attn: General Counsel
6901 Charles Street
Towson, Maryland 21204

B. Billing Rates and Practices

1. Rates for each attorney and paralegal who will work on Law Office cases and/or matters must be agreed upon between outside counsel and the Law Office. Unless otherwise indicated, the MABE rate applies. Any changes in rates must be approved by the Law Office, in writing, before becoming effective.
2. Hourly billable rates shall be billed in six (6) minute increments as reflected by 1/10th (.10) increments on a monthly bill. Quarter (.25)

incremental billing or minimal fifteen (15) minute billing increments are prohibited.

3. Cases and matters should be staffed by the fewest number of attorneys and paralegals necessary to perform the work effectively and efficiently.
4. The Office of Law will not pay for the attendance of more than one attorney at meetings, depositions, interviews, hearings or other investigative and/or pre-trial matters, unless approval is obtained at least seven (7) days in advance.
5. Selection of attorneys and legal assistants/paralegals to work on an assigned project should be identified in the plan and budget and agreed to by the Law Office. We request that you make your recommendations with economy and efficiency in mind, (for example, using associates or legal assistants to minimize costs whenever appropriate). The Law Office generally prefers not to have first or second year associates or summer associates assigned to its projects. If it is necessary to associate with counsel outside your firm, or to retain experts to work on a project, you must advise us in advance of the need for their involvement, their billing rates and the budget for their services and obtain our approval before retaining them.
6. The Law Office will not pay for attorneys/paralegals participating in internal meetings. We also ask you to keep to a minimum the number of attorneys participating in telephone, email and office conferences with us. The Law Office will not pay for multiple attorneys on email communications.
7. The Law Office retains outside counsel for their expertise in the areas of law involved in a project. Therefore, we do not expect basic research, seminars or other trainings to be part of the plan or billings. Any proposed material research memoranda should be itemized in the approved plan and budget. Research on a body of law that outside counsel should be familiar with will not be allowed.
8. Duplication/repetition of effort among staff members must be avoided.
9. Attorneys and paralegals may not bill for clerical tasks.
10. Attorneys may not bill attorney rates for paralegal tasks.
11. The Law Office will not pay to bring associates or staff "up to speed" on a case due to unforeseen changes in staffing by the outside law firm.

12. Outside counsel should bill only for actual time spent on a matter, rather than in minimum billable segments.
13. The Law Office will not pay for time spent in preparing, revising or discussing budgets or bills.
14. The Law Office assumes that your hourly rates include normal overhead and internal charges associated with your practice. Unless otherwise expressly agreed upon in advance, the Law Office will not pay for administrative and clerical services such as filing, file organization, indexing, photocopying, secretarial overtime or word processing.
15. The Law Office will compensate for actual time spent personalizing standardized forms/pleadings. However, time spent drafting "standard" language is not billable.
16. Charges for editing work product of another attorney will not be allowed.

C. Travel

1. Travel to and from meetings, depositions, hearings, trials, etc. shall be paid at one-half (.5) the usual hourly rate.
2. Travel time and expenses will be disallowed if travel distance from outside counsel's office to destination is within a ten (10) mile radius, including travel time to and from the courthouse or other destination for attending hearings, filing of pleadings or other litigation or pre-litigation activities.
3. Should out-of-state travel become necessary, outside counsel shall always seek pre-approval from the responsible Law Office staff member. When the occasion arises, outside counsel should seek the most economical means of travel and instruct travel agents accordingly. In any event, air travel will not be reimbursed at more than coach (domestic) or business class (international) rates. Similarly, expenses for lodging, meals, and ground transportation should be as economical as reasonably feasible. Receipts are required.
4. The Law Office will not reimburse expenses that are greater than the maximum federal per diem rates established by the Internal Revenue Service.
5. Outside counsel is urged to plan travel so that travel time may be used to work either on the Law Office matter for which the travel is being undertaken or for other clients so as to avoid billing the Law Office for unproductive time.

D. Frequency and Retention of Bills

1. Unless another arrangement has been agreed to in writing, bills should be submitted on a monthly basis, no later than fifteen (15) days following the last business day of the month during which services were rendered.
2. Outside counsel is required to prepare and maintain any and all bills and supporting documentation for seven (7) years. For audit purposes, daily time sheets maintained by attorney name, caption, date, time with a detailed description of services are to be included in the needed documentation.

E. Other Disbursements

1. Major computerized research projects should be authorized in advance. A computerized research project is considered "major" when the online time is expected to exceed three (3) hours. The Law Office will not pay mark ups on such services. Repetitive research queries that duplicate prior research conducted in other cases on the same issue will not be allowed. However, reasonable time to update and/or modify prior research for use in a new case is acceptable, and therefore, compensable.
2. Should the need arise for outside counsel to retain an expert, other specialized service provider, or other specialized services, written pre-approval must be obtained from the responsible the Law Office attorney at least seven (7) days in advance of retaining the expert, the service provider or specialized services.
3. The Law Office will not pay for courier service or expedited mail when the urgency is a matter within outside counsel's control.

II. REIMBURSEMENT GUIDELINES

- A. The following is a specific summary of the Law Office's reimbursement guidelines. This is an illustrative--but not an exhaustive--list.

- B. The BCPS Law Office will reimburse the following disbursements as indicated:

Messengers	Cost
Law firm photocopies	Cost, not to exceed \$.10/ page
Postage/courier	Cost

Office telephone and fax ²	Cost
Printing and binding ³	Cost
Other outside services ⁴	Cost

C. The BCPS Law Office will not reimburse for the following:

Mail handling
 New File Set up
 Calendar maintenance
 Transcribing
 Copying
 Posting
 Faxing
 Data Entry
 Routine Scheduling
 Enclosure or transmittal letters
 Secretarial overtime
 Meals
 Taxis/Ubers/Lyft/Ride-sharing
 Budgeting
 Billing
 First Class airfare
 Air travel when virtual meetings/depositions are possible
 Scheduling of events, i.e., depositions, hearings, etc.

III. LEGAL PROJECT MANAGEMENT PROCEDURES

A. Plan and Budget

²The Law Office will reimburse actual charges billed to your firm for each long distance call or long distance facsimile transmission, without overhead adjustment (i.e., The Law Office will not pay per page charges for facsimile transmissions, regardless of points of transmission). All other local telephone calls, including those of a cellular nature, and facsimile transmissions are considered part of normal office expenditures and will not be reimbursed.

³This does not include printing which is inclusive of word processing; those printing costs are deemed to be part of the normal course and scope of providing legal services to the BCPS. The printing and binding anticipated by this part is limited to those specialized projects that have been pre-approved by a responsible attorney within the Law Office. Under all conditions, if printing exceeds \$250.00 per month, pre-approval must be obtained before incurring expenses in excess of \$250.00. Failure to obtain pre-approval may result in non-payment.

⁴Pre-approval from a responsible attorney or staff member with the Law Office is required before engaging other outside services.

1. For legal projects, whether transactional or litigation, strategic plans and budgets are the primary mechanisms by which the BCPS Law

Office collaborates with outside counsel to promote the best legal/business result possible. This enables the school system to most effectively manage and monitor a project, to control costs and plan internal department budgets, and to mobilize needed in-house resources. In litigation matters, it permits the Law Office to evaluate potential exposure, to analyze settlement values and approaches and to develop the most effective strategies for successful dispute resolution.

2. Outside counsel or firms who represent the BCPS already incorporate planning and budgeting procedures in their initial work up of any transaction or litigation for which they are being retained. Some firms may have established standardized formats for such procedures, please submit your plan and budget for review and approval by the Law Office, as requested. . It should be understood that, except in unusual circumstances and upon obtaining our prior approval, the Law Office will not pay for time spent preparing or revising project plans and budgets.
3. The budget should represent a realistic estimate of the time expected to be required, taking into consideration known facts and circumstances. The total budgeted expense should be expressed as a dollar amount, not a range, and should not factor in unforeseen contingencies. For complex projects, the plan and budget may encompass only the initial phase of a project. Subsequent phases may be planned and budgeted at a later time.
4. If your estimated plan and budget exceeds \$25,000 in a fiscal year, Board approval is required prior to engagement. If, upon engagement, the total costs for your legal services exceed \$25,000 in the fiscal year, Board approval shall be required prior to billing and continuing legal services.

B. Reporting

Outside counsel are required to provide the reports listed below in accordance with the instructions set forth in these *Guidelines*.

1. Initial Case Assessment

Initial case assessments are due within forty-five (45) days from the date of acceptance of a matter. This assessment should include the defense budget, including the maximum judgment value of the case,

which should be prepared after careful thought and analysis of the Complaint and any available investigative materials.

2. Quarterly Case Assessments

Quarterly case assessments are due at the end of each quarter for each assigned matter. An updated defense budget must be submitted if previous estimates are no longer accurate. A description of developments of the matter should be included, including those that necessitate revision of the budget.

3. Status Update Report

Status update reports are due after the submission of the six (6) month case assessment form whenever there is a significant change in counsel's evaluation of liability and/or quantum or when requested by the Law Office. If the status of the case is such that outside counsel can take no action to move the case along, i.e., a stay has been issued in the matter, counsel should notify the Law Office noting the inactivity. When an event occurs such that the case is no longer inactive, outside counsel is required to report the reason for the change in status of the case and resume submission of status updates when applicable.

4. Initial Reports

Submission of the *Initial Report* is triggered by one of the following events and is due within the applicable time frame set forth below:

- a. Immediate Notice - Receipt of Offer of Resolution
 - (1) Outside counsel shall *immediately* notify the Law Office upon receipt of an Offer of Resolution or Settlement from the Plaintiff or a co-defendant, and shall provide an adequate analysis of the benefits and cost savings of any resolution.
- b. Five Days - Outside counsel shall notify the Law Office within *five (5) days* of the occurrence of any of these other events:
 - (1) Receipt of request to mediate/arbitrate from any party;
 - (2) Receipt of Notice of Status Conference to set trial date;
 - (3) Outside counsel's determination that liability is certain and/or settlement is advisable;
 - (4) Settlement activity on the part of any co-defendant;
 - (5) Any significant or unusual event that changes the evaluation of the BCPS's exposure
- c. Thirty (30) Day Deadline

Outside counsel shall submit a status report within thirty (30) days (or as soon as practicable) prior to any status conference

at which it may be reasonably anticipated that settlement will be discussed by the trial judge or his designee.

5. Supplemental Reports

Outside counsel shall submit a Supplemental Report when (1) there is a significant change in outside counsel's evaluation of liability and/or quantum as reported in the previous Report or (2) when requested by the Law Office. It is recommended that any new information or new evaluation be set in boldface type in the Supplemental Report.

6. Pre-Trial Report – Due Sixty (60) Days Prior to Trial

a. Unless otherwise instructed by the Law Office, the pre-trial report is due at least sixty (60) days prior to trial. When a trial is continued, an updated Pre-Trial Report shall be submitted (unless instructed otherwise by the Law Office) at least sixty (60) days prior to the new trial date and it must include a description of any significant developments, including pre-trial rulings that bear on the assessment of liability or damages, a recap of settlement discussions, and any other new information that affects resolution of the case.

7. Additional Reporting Requirements

- a. During trial, outside counsel shall provide the Law Office with brief daily reports, via e-mail or facsimile. Verbal reports must be documented in writing.
- b. Any judgment/verdict on the merits rendered against BCPS shall be reported immediately, either verbally or via e-mail, to the General Counsel for the Law Office.
- c. Written post-trial reports, including, but not limited to summary of significant testimony, assessment of witnesses, rulings from the bench, evaluation of jury, recommendation for new trial/appeal and reasons therefore, must be submitted within seven (7) days of verdict or decision to the appropriate Law Office attorney. Do not wait for formal judgment. If appeal is recommended, an appeal budget must be submitted with the post-trial report.
- d. All reports must contain any and all significant, new information and/or developments, with a clear explanation of the impact on the case.
- e. Within ten (10) days of the conclusion of a deposition, outside counsel shall provide a written report that summarizes the key points of the deposition testimony and an assessment of

how the facts affect the case. Only upon a request of the Law Office, shall a copy of the deposition be provided.

- f. The BCPS will not pay for any time billed for the preparation of reporting requirements and/or status reports other than those specifically requested by the Law Office.

C. Documentation

Outside counsel must always provide the Law Office the following documentation in a timely manner:

1. Copies of all pleadings and amended pleadings, reports, evaluations, or other substantive documents that are either prepared or received by outside counsel. These documents can be transmitted to the Law Office via e-mail. The school system will not pay for routine transmittal letters to the Law Office.
2. Releases, Orders of Dismissal, and Final Judgments; and
3. Any other documents reasonably requested by the Law Office, including research memoranda, motions and briefs, deposition transcripts, and expert and medical reports.
4. No payment will be made for preparation of pleadings and other substantive documents when copies have not been furnished to the Law Office for review and/or approval.
5. Document Retention. Outside Counsel shall retain and preserve all documents, files, records, and other data delivered to the Law Office or created for the Law Office for a period of no less than four (4) years following the completion of each subject matter (?), claim, or legal issue (or for such longer period as may be required by law), and shall allow the Law Office to inspect the records at reasonable times and upon reasonable notice.

D. The Law Office's Involvement

1. Legal Projects in General

- a. For any legal project you undertake for the BCPS Law Office, a responsible Law Office attorney or staff member will be designated at the outset. That Law Office attorney will be responsible for discussing and approving the plan and budget and any subsequent revisions. He or she will also monitor and discuss developments in the course of the project, approve strategy decisions, review pleadings or proposed transaction documents, help coordinate other BCPS resources and respond to questions. The Law Office attorney

or staff member shall be provided copies of all significant correspondence, drafts and pleadings related to the project (including communications with BCPS business persons).

- b. With regard to many projects, outside counsel may also be placed directly in contact with a key BCPS business person who is particularly knowledgeable about, or responsible for, a given project, and will receive feedback or instructions from him or her. In such cases, the Law Office attorney or staff member must be informed in a timely fashion of all significant developments and have the opportunity to participate in

significant decisions. In all cases, a revision to a plan and budget should be in writing and will require the approval of the responsible Law Office attorney.

- c. To enable the business representatives involved in a project to make informed decisions that take into account the legal aspects of a project, it is essential that the rationale underlying any legal advice be communicated in terms readily understandable by a lay person. We particularly value advice that not only warns of risks and problems, but also recommends acceptable alternative courses of action.

2. Litigation

- a. In litigation matters it is essential that copies of pleadings received from other parties, as well as those proposed to be filed on behalf of the school system, be forwarded to the Law Office as early as possible to allow us a substantive opportunity for input. Generally, the Law Office should receive copies of any significant pleadings, discovery, opinions, and the like. To avoid wasteful duplication and the proliferation of files, specific guidelines regarding the necessity for copies (e.g., of deposition transcripts) should be discussed early in the case with the responsible the Law Office attorney or staff member.
- b. It is particularly important that any pleadings, briefs, exhibits or discovery responses that require information or approval from the Law Office be forwarded to us as early as possible, with clear instructions and deadlines specified. Avoidance of unnecessary or last minute demands for the time of BCPS business representatives and personnel is always a primary concern. When preparing for depositions, hearings or trial, it is essential that you identify and inform the required BCPS witnesses or advisors, through the responsible Law Office

attorney, as early as possible so that he/she can adjust his/her schedule accordingly.

- c. Finally, do NOT initiate contact with any employee of the school system without the prior notification and prior coordination of appropriate staff within the Law Office. If an employee/staff member of the BCPS should contact you concerning a legal matter or seeking your legal advice, and you have not been authorized by the Law Office to handle the matter, then you must refer the person to the Law Office. Any

contact and/or communication made without authority and/or inclusion of the Law Office will not be compensated.

3. In-House/Outside Counsel Collaboration

The Law Office staff should be considered a part of your working team. On many matters a flexible collaboration in which complementary portions of a project are handled by in-house staff and outside counsel can yield the most cost effective results. Therefore, we may ask outside counsel to revise or refine a basic document drafted in-house, or to advise us only with respect to certain aspects of a transaction, or to assist in preparing standard forms and procedures that can be applied as needed by in-house staff in the future. We appreciate suggestions from outside counsel whenever circumstances permit these types of collaborations.

IV. Authorization Required

A. Written Authorization⁵

Outside counsel must obtain prior written authorization from the Law Office for the following:

1. Stipulations of Liability
2. Waiver of Jury Trial
3. Appeal or Writ – taking or waiving
4. Response to Plaintiff’s Offer of Settlement
5. Extending Offers to the Plaintiff
6. Retaining Experts, independent investigators, photographers, etc.
7. Trial stipulations that do not bear significantly on issue of liability, i.e., stipulation as to the amount of a lien or reimbursement of medical bills

⁵Acceptable authorization may be in the form of an electronic mail message.

8. Authorization for more than one attorney to attend mediation sessions, hearings or depositions

B. Verbal Authorization

Outside counsel must obtain prior verbal authorization from the responsible law office staff member, which must be confirmed in writing, for the following:

1. Take or participate in out-of-state depositions
2. Schedule independent medical examinations or obtain outside review of medical records
3. Legal research in excess of three (3) hours
4. Inspection of scene of accident or occurrence
5. Participation in mediation
6. Meetings with school system staff

V. Routine Advice and Counsel

- A. It is possible that the services of outside counsel will be sought for routine advice and counsel, which may include research projects, drafting correspondence or memoranda, or reviewing documents. Outside counsel must provide, prior to completing such services, an estimate, in writing, of the amount of time necessary to complete the task(s) and the rate at which service will be billed. Such information can be provided in an electronic mail message; authorization is required. Such authorization will include the project name assigned by BCPS.

EXHIBIT "A"

BILLING STATEMENT SUMMARY SAMPLE

(FIRM NAME)

BALTIMORE COUNTY BOARD OF EDUCATION
6901 Charles Street
Towson, Maryland 21204
Attention: Law Office

DATE:

Project Title: _____

Period Covered: _____

The Law Office Approving Attorney:

[Name]

Law Firm Partner In Charge of Project:

[Name/Phone Number/email address]

Special Fee Arrangements:

Summary of Services:

<u>Attorney/Legal Assistant</u>	<u>Rate</u>	<u>Hours</u>	<u>Fee</u>
<u>Costs for Period Covered:</u>			
Fees:	\$		
[Less Discount:]	\$		
TOTAL FEES:	\$		

Total Project Cost Summary:

- Fees (including this statement)	\$
- Disbursements (including this statement)	\$
- Total Projects Costs to Date	\$
- Total Project Budget	\$

PROJECT DISBURSEMENTS (Itemized):

TYPE	DESCRIPTION	COST
Long Distance Calls	_____	_____
Photocopying (Specify number of pages and cost per page)	_____	_____
Telecommunication	_____	_____
Messengers	_____	_____
Postage and Courier	_____	_____
Court Filing Fees	_____	_____
Computer-Assisted Legal Research	_____	_____
Printing and Binding	_____	_____
Private Cars/Taxi/Car Rentals	_____	_____
Third-Party Service Firms (including local counsel, outside photocopying, etc.)	_____	_____
Airfare (specify number of trips and names of members)	_____	_____
Lodging	_____	_____
Business Meals	_____	_____
	Total Disbursements	\$ _____
	Total Fees and Disbursements	\$ _____